Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Filing at a Glance

Company: Discover Property & Casualty Insurance Company

Product Name: DPC GL Forms Revision SERFF Tr Num: REGU-125268217 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025861

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: DPC-GL-FORMS- State Status:

12/07

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Rose Battles Disposition Date: 08/28/2007

Date Submitted: 08/21/2007

Disposition Status: Approved

Date Submitted: 08/21/2007 Disposition Status: Approved

Effective Date Requested (New): 12/01/2007 Effective Date (New):

Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: DPC-GL-FORMS-12/07 Status of Filing in Domicile: Pending

Project Number: DPC-GL-FORMS-12/07 Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 08/28/2007

State Status Changed: 08/22/2007 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Discover Property & Casualty Insurance Company (DP&C), a participant of Insurance Services Office (ISO), is submitting an independent General Liability Forms filing. There is no rate impact or coverage change associated with this filing.

ISO recently made a multistate forms revision. That revision is described in detail in ISO circular LI-GL-2006-255 (filing reference GL-2006-OCTFR), and includes changes to the Commercial General Liability coverage part and to various amendatory endorsements.

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

In response to the ISO changes, DP&C is revising several of its proprietary forms. Since DP&C is adopting the ISO forms revisions, it is necessary to update the language in our forms to appropriately track with the ISO forms, and also to provide consistency in language and format to our policyholders. Effected forms are: DG 22 04, DG 22 16, DG 22 32, DG 24 02, DG 24 29 and DG 25 01.

Additionally, we are including two other minor forms' changes:

- DG2404 Liquor Liability The only change made is to correct a typographical error.
- DGDS15 Member Supplemental Declarations References to the term "agent" are changed to "producer" for consistency with other DP&C Declarations and reference to St. Paul Travelers Companies is updated to "A Travelers Company".

Enclosed for your review are the following:

- Forms List
- Independent Forms with marked up versions to show changes

We are requesting this filing become effective December 1, 2007.

Company and Contact

Filing Contact Information

Rose Battles, rosebattles@ircllc.com
50 Broad Street (941) 926-0144 [Phone]

New York, NY 10004 () -[FAX]

Filing Company Information

Discover Property & Casualty Insurance CoCode: 36463 State of Domicile: Illinois

Company

5 Batterson Park Group Code: 164 Company Type: Farmington, CT 06032 Group Name: State ID Number:

(860) 674-2660 ext. [Phone] FEIN Number: 36-2999370

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: AR charges \$50 for forms filings.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Discover Property & Casualty Insurance \$50.00 08/21/2007 15212233

Company

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/28/2007	08/28/2007

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Disposition

Disposition Date: 08/28/2007

Effective Date (New): Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property of Casualty	&Approved	Yes
Supporting Document	Filing Auth Letter	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	WHOLESALERS-DISTRIBUTORS EXTENSION ENDORSEMENT	Approved	Yes
Form	WHOLESALERS-DISTRIBUTORS EXTENSION ENDORSEMENT-annotate	Approved d	Yes
Form	to show changes COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT	Approved	Yes
Form	COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT-annotate to show changes	Approved d	Yes
Form	MULTICOVER ENDORSEMENT	Approved	Yes
Form	MULTICOVER ENDORSEMENT- annotated to show changes	Approved	Yes
Form	FIRE, SMOKE, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY	Approved	Yes
Form	FIRE, SMOKE, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY-annotated to show changes	Approved	Yes
Form	LIQUOR LIABILITY	Approved	Yes
Form	LIQUOR LIABILITY-annotated to show changes	Approved	Yes
Form	OTHER INSURANCE	Approved	Yes
Form	OTHER INSURANCE-annotated to show changes	Approved	Yes
Form	EXTENSION ENDORSEMENT	Approved	Yes
Form	EXTENSION ENDORSEMENT-annotate to show changes	dApproved	Yes
Form	AMENDMENT OF LIMITS OF INSURANCE (MEDICAL PAYMENTS)	Approved	Yes
Form	AMENDMENT OF LIMITS OF INSURANCE (MEDICAL PAYMENTS)-	Approved	Yes

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

annotated to show changes

Form MEMBER SUPPLEMENTAL Approved Yes

DECLARATIONS

Form MEMBER SUPPLEMENTAL Approved Yes

DECLARATIONS-annotated to show

changes

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Form Schedule

Review	Form Name	Form #	Edition	Form Type Action	Action Specific	Readability	Attachment
Status			Date		Data		
Approved	WHOLESALERS DISTRIBUTORS EXTENSION ENDORSEMENT	12 07	12 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	DG2204120 7.pdf
Approved	WHOLESALERS DISTRIBUTORS EXTENSION ENDORSEMENT -annotated to show changes	12 04	12 04	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # DG 22 04 12 07 Previous Filing #: ST-DPC-GL REVISION-05		DG2204120 4 annotated.pd f
Approved	COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT	DG 22 16 12 07	12 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	DG2216120 7.pdf
Approved	COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT -annotated to show changes	DG 22 16 12 04	12 04	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # DG 22 16 12 07 Previous Filing #: ST-DPC-GL REVISION-05		DG2216120 4 annotated.pd f
Approved	MULTICOVER ENDORSEMENT	DG 22 32 Γ 12 07	12 07	Endorseme New nt/Amendm ent/Conditi ons		0.00	DG2232120 7.pdf
Approved	MULTICOVER ENDORSEMENT -annotated to show changes	DG 22 32 Γ09 05	09 05	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # DG 22 32 12 07 Previous Filing #: ST-DPC-GL REVISION-11/05		DG2232090 5 annotated.pd f
Approved	FIRE, SMOKE,	DG 24 02	12 07	Endorseme New		0.00	DG2402120

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

EXPLOSION 12 07 nt/Amendm 7.pdf

AND WATER ent/Conditi

DAMAGE LEGAL ons

LIABILITY

Approved FIRE, SMOKE, DG 24 02 12 04 Endorseme Replaced Replaced Form #:0.00 DG2402120

EXPLOSION 12 04 nt/Amendm DG 24 02 12 07 4

AND WATER ent/Conditi Previous Filing #: annotated.pd

DAMAGE LEGAL ons ST-DPC-GL

LIABILITY- REVISION-05

annotated to

show changes

Approved LIQUOR DG 24 04 12 07 Endorseme New 0.00 DG2404120

LIABILITY 12 07 nt/Amendm 7.pdf

ent/Conditi

ons

Approved LIQUOR DG 24 04 01 00 Endorseme Replaced Replaced Form #:0.00 DG2404010

LIABILITY- 01 00 nt/Amendm DG 24 04 12 07 0

annotated to ent/Conditi Previous Filing #: annotated.pd

show changes ons 99-PL-ST-01

Approved OTHER DG 24 28 12 07 Endorseme New 0.00 DG2428120

INSURANCE 12 07 nt/Amendm 7.pdf

ent/Conditi

ons

Approved OTHER DG 24 28 12 04 Endorseme Replaced Replaced Form #:0.00 DG2428120

INSURANCE- 12 04 nt/Amendm DG 24 28 12 07 4

annotated to ent/Conditi Previous Filing #: annotated.pd

show changes ons ST-DPC-GL f

REVISION-05

KEVISION-03

Approved EXTENSION DG 24 29 12 07 Endorseme New 0.00 DG2429120

ENDORSEMENT 12 07 nt/Amendm 7.pdf

ent/Conditi

ons

Approved EXTENSION DG 24 29 12 04 Endorseme Withdrawn Replaced Form #:0,00 DG2429120

ENDORSEMENT 12 04 nt/Amendm DG 24 29 12 07 4

-annotated to ent/Conditi Previous Filing #: annotated.pd

show changes ons ST-DPC-GL f

REVISION-05

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Approved AMENDMENT DG 25 01 12 07 **Endorseme New** 0.00 DG2501120 OF LIMITS OF 12 07 nt/Amendm 7.pdf **INSURANCE** ent/Conditi (MEDICAL ons PAYMENTS) DG2501010 Approved AMENDMENT DG 25 01 01 00 Endorseme Replaced Replaced Form #:0.00 OF LIMITS OF 01 00 nt/Amendm DG 25 01 12 07 0 **INSURANCE** ent/Conditi Previous Filing #: annotated.pd

(MEDICAL ons 99-PL-ST-01

PAYMENTS)annotated to show changes

Approved MEMBER DG DS 15 12 07 Declaration New 0.00 DGDS15120

SUPPLEMENTA 12 07 s/Schedule 7.pdf

L

DECLARATIONS

Approved MEMBER DG DS 15 08 05 Declaration Replaced Replaced Form #:0.00 DGDS15080

SUPPLEMENTA 08 05 s/Schedule DG DS 15 12 07 5 _Member L Previous Filing #: Supplement

DECLARATIONS ST-DPC-GL

-annotated to REVISION-11/05 annotated.pd

al Dec_

show changes f

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHOLESALERS – DISTRIBUTORS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation, or limited liability corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3. and the last paragraph of Section II - of WHO IS AN INSURED are replaced by the following:

- 3. If you newly acquire or form any organization, other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, then that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. AUTOMATIC ADDITIONAL INSUREDS

- 1. Section II WHO IS AN INSURED is amended to include as an additional insured any person or organization required to be included as an insured by reason of a written:
 - a. Lease of premises or land, or
 - b. Equipment lease or rental agreement;

executed by you and in effect during the policy period, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

- a. Your ownership, maintenance, or use of that part of a premises or land leased to you by such person(s) or organization(s); or
- b. The maintenance, operation or use by you of equipment leased or rented to you by such person(s) or organization(s).

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" which is not caused in whole or in part by the negligent acts or omissions of any Named Insured, or the negligent acts or omissions of anyone directly or indirectly employed by a Named Insured or for whose acts a Named Insured may be responsible;
- b. "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed before the execution of your written contract or agreement;
- "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed after your lease of premises or land from such person(s) or organizations) expires;
- d. "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed after your equipment lease or rental agreement with such person(s) or organizations) expires; or
- e. "Bodily injury", "property damage" or "personal and advertising injury" arising out of structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s);
- f. "Property damage" to:
 - (1) Property owned, rented or occupied by such person(s) or organization(s);
 - (2) Property loaned to such person(s) or organizations); or
 - (3) Personal property in the care, custody or control of such person(s) or organizations.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:
 - Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III LIMITS OF INSURANCE.
- 2. Any reference to the Damage to Premises Rented To You Limit shown in the Declarations or any supplement to the Declarations is deleted.
- 3. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Tenant Liability Limit of \$300,000 is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof. Subject to the Tenant Liability Limit the most we will pay to refill or recharge an automatic fire protection or extinguishing system is \$2500.
- 4. Paragraph 4.b.(1)(a)(ii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

E. NON-OWNED WATERCRAFT

Exclusion g.(2) of Section I - COVERAGE A – Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

- 1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.

G. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences' or offenses is unintentional.

I. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

J. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to Exclusion g. of Section I COVERAGE A Bodily Injury and Property Damage Liability:
 - (6) Any aircraft chartered with crew by you or on your behalf.
- 2. Section II WHO IS AN INSURED is amended to include the following:

Each of the following is also an insured with respect to aircraft chartered with crew by you or on your behalf:

- a. Any person while using the aircraft with your permission; or
- b. Any person liable for the conduct of an insured described in a. above, but only with respect to that liability.

None of the following is an insured:

- a. The owner or crew of the aircraft, or any other person operating the aircraft; or
- b. Any person or organization in the business of:
 - (1) Making, selling, servicing or repairing aircraft or aircraft parts or accessories; or
 - (2) Operating an airport or hanger.

K. INCREASED MEDICAL PAYMENTS

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

L. EMPLOYEE NURSES

1. The following is added to paragraph 1. of COVERAGE A (SECTION I):

"Bodily injury" or "personal and advertising injury" arising out of the rendering of or failure to render professional health care services shall be deemed to be caused by an "occurrence".

For the purpose of determining the limits of insurance for coverage under this provision L., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

- 2. Paragraph 2.a.(1)(d) of Section II WHO IS AN INSURED does not apply to your employee nurses.
- 3. The following is added to paragraph b(1)(a). Excess Insurance of Condition 4. Other Insurance of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
 - (v) That is malpractice or other medical professional liability insurance.

M. MOBILE EQUIPMENT REDEFINED

Paragraph f. in the definition of "mobile equipment" in Section V - DEFINITIONS does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

N. WORLDWIDE COVERAGE TERRITORY

- 1. The definition of "coverage territory" in Section V DEFINITIONS is replaced by the following: "Coverage territory" means anywhere in the world.
- 2. This insurance is subject to the following additional conditions:
 - a. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada our obligations are limited as follows:
 - (1) When we have the duty to defend, but are prevented by law or otherwise from performing that duty; or

(2) If are prevented by law or otherwise from investigating any "occurrence" or offense, or settling any claim or "suit" that may result;

the insured shall make or arrange for any necessary investigation or defense. The insured shall not make any settlement unless we agree to it in writing. We will reimburse the insured for all reasonable expenses of any investigation or defense, and for payment of judgments for which the insured is responsible or settlements incurred with our written consent, but:

- (1) Reimbursements for judgments or settlements are considered sums paid as damages and the amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend and our obligation to reimburse the insured for all reasonable expenses of any investigation or defense end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical payments under Coverage C.

All reimbursements will be paid in currency of the United States of America. Payments of expenses, settlements or judgments made by the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in The Wall Street Journal as of the close of business on the date immediately preceding the date the reimbursement is processed.

b. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada, Condition 4., Other Insurance of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

This insurance is excess over any other valid and collectible insurance available to the insured for a loss we cover under this Coverage Part, whether such other insurance is primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of-

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self insured amounts under all that other insurance.
- c. Judgments or settlements paid on behalf of the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in <u>The Wall Street Journal</u> on the date we make such payments and will reduce the applicable limits of insurance of this Coverage Part by the amount which results from the conversion.
- d. We do not assume responsibility for:
 - (1) The payment of fees, penalties or other charges that may be imposed in a jurisdiction where we are not authorized to transact insurance as a licensed insurer; or
 - (2) Furnishing certificates or other evidence of insurance, or evidence of surety or performance bonds.
- e. We do not represent that insurance provided by this Coverage Part satisfies legal requirements that may be imposed in any jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHOLESALERS – DISTRIBUTORS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation, or limited liability corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3. and the last paragraph of Section II - of WHO IS AN INSURED are replaced by the following:

- 3. If you newly acquire or form any organization, other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, then that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. AUTOMATIC ADDITIONAL INSUREDS

- 1. Section II WHO IS AN INSURED is amended to include as an additional insured any person or organization required to be included as an insured by reason of a written:
 - a. Lease of premises or land, or
 - b. Equipment lease or rental agreement;

executed by you and in effect during the policy period, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

- a. Your ownership, maintenance, or use of that part of a premises or land leased to you by such person(s) or organization(s); or
- b. The maintenance, operation or use by you of equipment leased or rented to you by such person(s) or organization(s).

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" which is not caused in whole or in part by the negligent acts or omissions of any Named Insured, or the negligent acts or omissions of anyone directly or indirectly employed by a Named Insured or for whose acts a Named Insured may be responsible;
- b. "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed before the execution of your written contract or agreement;
- "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed after your lease of premises or land from such person(s) or organizations) expires;
- d. "Bodily injury" or "property damage" that occurs or to "personal and advertising injury" arising out of an offense committed after your equipment lease or rental agreement with such person(s) or organizations) expires; or
- e. "Bodily injury", "property damage" or "personal and advertising injury" arising out of structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s);
- f. "Property damage" to:
 - (1) Property owned, rented or occupied by such person(s) or organization(s);
 - (2) Property loaned to such person(s) or organizations); or
 - (3) Personal property in the care, custody or control of such person(s) or organizations.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:
 - Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III LIMITS OF INSURANCE.
- 2. Any reference to the Damage to Premises Rented To You Limit shown in the Declarations or any supplement to the Declarations is deleted.
- 3. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Tenant Liability Limit of \$300,000 is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof. Subject to the Tenant Liability Limit the most we will pay to refill or recharge an automatic fire protection or extinguishing system is \$2500.
- 4. Paragraph 4.b.(1)(a)(bii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (bii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

E. NON-OWNED WATERCRAFT

Exclusion g.(2) of Section I - COVERAGE A – Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - **(b)** Not being used to carry persons or property for a charge;

F. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

- 1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.

G. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences' or offenses is unintentional.

I. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

J. AIRCRAFT CHARTERED WITH CREW

- 1. The following is added to Exclusion g. of Section I COVERAGE A Bodily Injury and Property Damage Liability:
 - (6) Any aircraft chartered with crew by you or on your behalf.
- 2. Section II WHO IS AN INSURED is amended to include the following:

Each of the following is also an insured with respect to aircraft chartered with crew by you or on your behalf:

- a. Any person while using the aircraft with your permission; or
- b. Any person liable for the conduct of an insured described in a. above, but only with respect to that liability.

None of the following is an insured:

- a. The owner or crew of the aircraft, or any other person operating the aircraft; or
- b. Any person or organization in the business of:
 - (1) Making, selling, servicing or repairing aircraft or aircraft parts or accessories; or
 - (2) Operating an airport or hanger.

K. INCREASED MEDICAL PAYMENTS

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

L. EMPLOYEE NURSES

1. The following is added to paragraph 1. of COVERAGE A (SECTION I):

"Bodily injury" or "personal and advertising injury" arising out of the rendering of or failure to render professional health care services shall be deemed to be caused by an "occurrence".

For the purpose of determining the limits of insurance for coverage under this provision L., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

- 2. Paragraph 2.a.(1)(d) of Section II WHO IS AN INSURED does not apply to your employee nurses.
- 3. The following is added to paragraph b(1)(a). Excess Insurance of Condition 4. Other Insurance of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
 - (ev) That is malpractice or other medical professional liability insurance.

M. MOBILE EQUIPMENT REDEFINED

Paragraph f. in the definition of "mobile equipment" in Section V - DEFINITIONS does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

N. WORLDWIDE COVERAGE TERRITORY

- 1. The definition of "coverage territory" in Section V DEFINITIONS is replaced by the following: "Coverage territory" means anywhere in the world.
- 2. This insurance is subject to the following additional conditions:
 - a. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada our obligations are limited as follows:
 - (1) When we have the duty to defend, but are prevented by law or otherwise from performing that duty; or

(2) If are prevented by law or otherwise from investigating any "occurrence" or offense, or settling any claim or "suit" that may result;

the insured shall make or arrange for any necessary investigation or defense. The insured shall not make any settlement unless we agree to it in writing. We will reimburse the insured for all reasonable expenses of any investigation or defense, and for payment of judgments for which the insured is responsible or settlements incurred with our written consent, but:

- Reimbursements for judgments or settlements are considered sums paid as damages and the amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend and our obligation to reimburse the insured for all reasonable expenses of any investigation or defense end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical payments under Coverage C.

All reimbursements will be paid in currency of the United States of America. Payments of expenses, settlements or judgments made by the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in The Wall Street Journal as of the close of business on the date immediately preceding the date the reimbursement is processed.

b. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada, Condition 4., Other Insurance of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

This insurance is excess over any other valid and collectible insurance available to the insured for a loss we cover under this Coverage Part, whether such other insurance is primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of-

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self insured amounts under all that other insurance.
- c. Judgments or settlements paid on behalf of the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in <u>The Wall Street Journal</u> on the date we make such payments and will reduce the applicable limits of insurance of this Coverage Part by the amount which results from the conversion.
- d. We do not assume responsibility for:
 - (1) The payment of fees, penalties or other charges that may be imposed in a jurisdiction where we are not authorized to transact insurance as a licensed insurer; or
 - (2) Furnishing certificates or other evidence of insurance, or evidence of surety or performance bonds.
- e. We do not represent that insurance provided by this Coverage Part satisfies legal requirements that may be imposed in any jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3. and the last paragraph of Section II - of WHO IS AN INSURED are replaced by the following:

- 3. If you newly acquire or form any organization, other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, than that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. AUTOMATIC ADDITIONAL INSUREDS

- 1. LESSOR OF LEASED EQUIPMENT
 - a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an

- additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- b. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. MANAGERS OR LESSORS OF PREMISES

- a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured on ly with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- b. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. VENDORS

- a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product:
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. OWNERS, LESSEES OR CONTRACTORS

- a. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part", by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke or water or any combination thereof.
- 3. Paragraph 4.b.(1)(a)(ii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, smoke or water to premises rented to you or temporarily occupied by you with permission of the owner;

E. NON-OWNED WATERCRAFT

Exclusion g.(2) of Section I - COVERAGE A – Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

- 1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.

G. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

J. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

K. PERSONAL AND ADVERTISING INJURY REDEFINED

The definition of "personal and advertising injury" in Section V – DEFINITIONS is amended to include the additional offense of abuse of process.

L. WORLDWIDE COVERAGE TERRITORY

- 1. The definition of "coverage territory" in Section V DEFINITIONS is replaced by the following: "Coverage territory" means anywhere in the world.
- 2. This insurance is subject to the following additional conditions:
 - a. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada our obligations are limited as follows:
 - (1) When we have the duty to defend, but are prevented by law from performing that duty; or
 - (2) If are prevented by law from investigating any "occurrence" or offense, or settling any claim or "suit" that may result;

the insured shall make or arrange for any necessary investigation or defense. The insured shall not make any settlement unless we agree to it in writing. We will reimburse the insured for all reasonable expenses of any investigation or defense, and for payment of judgments for which the insured is responsible or settlements incurred with our written consent, but:

- (1) Reimbursements for judgments or settlements are considered sums paid as damages and the amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend and our obligation to reimburse the insured for all reasonable expenses of any investigation or defense end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical payments under Coverage C.

All reimbursements will be paid in currency of the United States of America. Payments of expenses, settlements or judgments made by the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated

- in <u>The Wall Street Journal</u> as of the close of business on the date immediately preceding the date the reimbursement is processed.
- b. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada, Condition 4., Other Insurance of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

This insurance is excess over any other valid and collectible insurance available to the insured for a loss we cover under this Coverage Part, whether such other insurance is primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of-

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self insured amounts under all that other insurance.
- c. Judgments or settlements paid on behalf of the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in The Wall Street Journal on the date we make such payments and will reduce the applicable limits of insurance of this Coverage Part by the amount which results from the conversion.
- d. We do not assume responsibility for:
 - (1) The payment of fees, penalties or other charges that may be imposed in a jurisdiction where we are not authorized to transact insurance as a licensed insurer; or
 - (2) Furnishing certificates or other evidence of insurance, or evidence of surety or performance bonds.
- e. We do not represent that insurance provided by this Coverage Part satisfies legal requirements that may be imposed in any jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3. and the last paragraph of Section II - of WHO IS AN INSURED are replaced by the following:

- 3. If you newly acquire or form any organization, other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, than that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

C. AUTOMATIC ADDITIONAL INSUREDS

- LESSOR OF LEASED EQUIPMENT
 - a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an

- additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- b. With respect to the insurance afforded these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. MANAGERS OR LESSORS OF PREMISES

- a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured on ly with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
- b. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. VENDORS

- a. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- b. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or.
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs 4. or 6.; or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. OWNERS, LESSEES OR CONTRACTORS

- a. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part", by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. DAMAGE TO PREMISES RENTED TO YOU

The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke or water or any combination thereof.
- 3. Paragraph 4.b.(1)(a)(bii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (bii) That is insurance for fire, lightning, explosion, smoke or water to premises rented to you or temporarily occupied by you with permission of the owner:

E. NON-OWNED WATERCRAFT

Exclusion g.(2) of Section I - COVERAGE A – Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

- 1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$300 a day because of time off from work.

G. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision G. has actual knowledge.

H. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

J. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

K. PERSONAL AND ADVERTISING INJURY REDEFINED

The definition of "personal and advertising injury" in Section V – DEFINITIONS is amended to include the additional offense of abuse of process.

L. WORLDWIDE COVERAGE TERRITORY

- 1. The definition of "coverage territory" in Section V DEFINITIONS is replaced by the following: "Coverage territory" means anywhere in the world.
- 2. This insurance is subject to the following additional conditions:
 - a. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada our obligations are limited as follows:
 - (1) When we have the duty to defend, but are prevented by law from performing that duty; or
 - (2) If are prevented by law from investigating any "occurrence" or offense, or settling any claim or "suit" that may result;

the insured shall make or arrange for any necessary investigation or defense. The insured shall not make any settlement unless we agree to it in writing. We will reimburse the insured for all reasonable expenses of any investigation or defense, and for payment of judgments for which the insured is responsible or settlements incurred with our written consent, but:

- (1) Reimbursements for judgments or settlements are considered sums paid as damages and the amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend and our obligation to reimburse the insured for all reasonable expenses of any investigation or defense end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical payments under Coverage C.

All reimbursements will be paid in currency of the United States of America. Payments of expenses, settlements or judgments made by the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated

- in <u>The Wall Street Journal</u> as of the close of business on the date immediately preceding the date the reimbursement is processed.
- b. For claims made or "suits" brought in any part of the world other than the United States of America (including its territories and possessions), Puerto Rico or Canada, Condition 4., Other Insurance of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

This insurance is excess over any other valid and collectible insurance available to the insured for a loss we cover under this Coverage Part, whether such other insurance is primary, excess, contingent or on any other basis, except other insurance written specifically to be excess over this insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of-

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self insured amounts under all that other insurance.
- c. Judgments or settlements paid on behalf of the insured in the currencies of other nations will be converted to currency of the United States of America at the exchange rate as stated in <u>The Wall Street Journal</u> on the date we make such payments and will reduce the applicable limits of insurance of this Coverage Part by the amount which results from the conversion.
- d. We do not assume responsibility for:
 - (1) The payment of fees, penalties or other charges that may be imposed in a jurisdiction where we are not authorized to transact insurance as a licensed insurer; or
 - (2) Furnishing certificates or other evidence of insurance, or evidence of surety or performance bonds.
- e. We do not represent that insurance provided by this Coverage Part satisfies legal requirements that may be imposed in any jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTICOVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. NON-EMPLOYMENT DISCRIMINATION

The definition of "personal and advertising injury" in SECTION V – DEFINITIONS is amended to include the offense of discrimination.

This insurance for discrimination does not apply to:

- 1. "Personal and advertising injury" arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- 2. "Personal or advertising injury" arising out of discrimination committed by or at the direction of the insured;
- 3. Amounts claimed or awarded (whether as damages or otherwise) for wages, salaries or other financial benefits or advantages that the injured person would have received but for the discrimination, as an "employee", former "employee" or prospective "employee" of any insured.
- 4. Class actions or to any individual claim for damages which is included within or is a part of any class action.

B. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

C. AUTOMATIC ADDITIONAL INSUREDS

- 1. SECTION II WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract or agreement

subject to the following provisions:

- 2. Coverage is limited to such person(s) or organization(s) liability arising out of:
 - a. The ownership, maintenance or use of that part of the premises or land, owned by, rented to, or leased to you;
 - b. Your ongoing operations performed for such person(s) or organization(s);
 - c. Such person(s) or organization(s) financial control of you; or
 - d. A state or political subdivision permit issued to you.

- 3. Coverage does not apply to any "occurrence" or offense:
 - a. Which took place before the execution of, or subsequent to the completion or expiration of, the written contract or agreement; or
 - b. Which takes place after you cease to be a tenant in that premises.
- 4. With respect to architects, engineers, or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.
- 5. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policy

whichever is less.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, sprinkler leakage or any combination thereof.
- 3. Paragraph 4.b.(1)(ii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, or sprinkler leakage to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- 4. Paragraph a. of the definition of "insured contract" in Section V DEFINITIONS is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner or managed by you under a written agreement with the owner is not an "insured contract";

E. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. Aircraft, Auto or Watercraft of Section I - COVERAGE A - Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

G. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

H. COVERAGE TERRITORY BROADENED

The definition of "coverage territory" in Section V – DEFINITIONS is replaced by the following:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

I. BROADENED PERSONAL AND ADVERTISING INJURY

- The definition of "personal and advertising injury" in Section V DEFINITIONS is replaced by the following:
 "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress trademark, title or slogan in your "advertisement".
- 2. Exclusions 2.b. and 2.c. of Section I COVERAGES COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are replaced by the following:

This insurance does not apply to:

- b. Material Published With Knowledge Of Falsity
 - "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period
 - "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

J. FELLOW EMPLOYEE COVERAGE

Paragraph 2.a. of Section II - WHO IS AN INSURED is replaced by the following:

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.
 - (2) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

K. CANCELLATION CONDITION

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to ninety (90) days.

MULTICOVER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. NON-EMPLOYMENT DISCRIMINATION

The definition of "personal and advertising injury" in SECTION V – DEFINITIONS is amended to include the offense of discrimination.

This insurance for discrimination does not apply to:

- "Personal and advertising injury" arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- 2. "Personal or advertising injury" arising out of discrimination committed by or at the direction of the insured;
- Amounts claimed or awarded (whether as damages or otherwise) for wages, salaries or other financial benefits or advantages that the injured person would have received but for the discrimination, as an "employee", former "employee" or prospective "employee" of any insured.
- 4. Class actions or to any individual claim for damages which is included within or is a part of any class

B. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

C. AUTOMATIC ADDITIONAL INSUREDS

- SECTION II WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in such contract or agreement

subject to the following provisions:

- 2. Coverage is limited to such person(s) or organization(s) liability arising out of
 - a. The ownership, maintenance or use of that part of the premises or land, owned by, rented to, or leased to you;
 - b. Your ongoing operations performed for such person(s) or organization(s);
 - c. Such person(s) or organization(s) financial control of you; or
 - d. A state or political subdivision permit issued to you.

- 3. Coverage does not apply to any "occurrence" or offense:
 - a. Which took place before the execution of, or subsequent to the completion or expiration of, the written contract or agreement; or
 - b. Which takes place after you cease to be a tenant in that premises.
- 4. With respect to architects, engineers, or surveyors, coverage does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.
- 5. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide; or
 - b. The limits of insurance of this policy

whichever is less.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to <u>Paragraph</u> 5. above, the Damage To Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, sprinkler leakage or any combination thereof.
- Paragraph 4.b.(1)(bii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (b)(ii) That is insurance for fire, lightning, explosion, or sprinkler leakage to premises rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- Paragraph a. of the definition of "insured contract" in Section V DEFINITIONS is replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you, temporarily occupied by you with permission of the owner or managed by you under a written agreement with the owner is not an "insured contract";

Formatted: Indent: Left: 0.5", Hanging: 0.25"

Formatted: Bullets and Numbering

E. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. Aircraft, Auto or Watercraft of Section I - COVERAGE A - Bodily Injury and Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" for that person or organization.

G. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness, disease, disability, humiliation, shock, mental anguish or mental injury sustained by a person, including care, loss of services or death resulting from any of these.

H. COVERAGE TERRITORY BROADENED

The definition of "coverage territory" in Section V – DEFINITIONS is replaced by the following:

"Coverage territory" means:

- The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico or Canada, or in a settlement we agree to.

I. BROADENED PERSONAL AND ADVERTISING INJURY

- 1. The definition of "personal and advertising injury" in Section V DEFINITIONS is replaced by the following:
 - "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress trademark, title or slogan in your "advertisement".
- Exclusions 2.b. and 2.c. of Section I COVERAGES COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY are replaced by the following:

This insurance does not apply to:

- b. Material Published With Knowledge Of Falsity
 - "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. Material Published Prior To Policy Period
 - "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

J. FELLOW EMPLOYEE COVERAGE

Paragraph 2.a. of Section II - WHO IS AN INSURED is replaced by the following:

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.
 - (2) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.
 - (3) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

K. CANCELLATION CONDITION

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to ninety (90) days.

FIRE, SMOKE, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The last paragraph of 2. Exclusions under Section I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, smoke, explosion or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. Paragraph 6. of Section III - LIMITS OF INSURANCE is replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, explosion or water, while rented to you or temporarily occupied by you with permission of the owner.

- C. Paragraph 4.b.(1)(a)(ii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

FIRE, SMOKE, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The last paragraph of 2. Exclusions under Section I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, smoke, explosion or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- B. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
- Subject to Paragraph. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, explosion or water, while rented to you or temporarily occupied by you with permission of the owner.
- C. Paragraph 4.b.(1)(a)(bii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (bii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

	SCHEDULE	
LIQUOR EACH OCCURRENCE LIMIT	\$	
LIQUOR AGGREGATE LIMIT	\$	

- A. Exclusion c. Liquor Liability of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I) Coverages does not apply.
- B. As respects the coverage provided by this endorsement, SECTION III LIMITS OF INSURANCE is amended to include the following:
 - 1. The Liquor Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included within the "liquor hazard".
 - 2. Subject to 1. above, the Liquor Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" sustained by one or more persons or organizations included within the "liquor hazard" and arising out of any one "occurrence".
- C. As respects coverage provided by this endorsement SECTION V DEFINITIONS is amended as follows:
 - 1. The definition of "occurrence" is replaced by the following:
 - "Occurrence" means the selling, serving or furnishing of any alcoholic beverage to any one person.
 - 2. The following definition is added:
 - "Liquor hazard" means all "bodily injury" and "property damage" arising out of the selling, serving or furnishing of any alcoholic beverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

	SCHEDULE	
LIQUOR EACH OCCURRENCE LIMIT	\$	
LIQUOR AGGREGATE LIMIT	\$	

- A. Exclusion c. Liquor Liability of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I) Coverages does not apply.
- B. As respects the coverage provided by this endorsement, SECTION III LIMITS OF INSURANCE is amended to include the following:
 - 1. The Liquor Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included within the "liquor hazard".
 - 2. Subject to 1. above, the Liquor Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" sustained by one or more persons or organizations included within the "liquor hazard" and arising out of any one "occurrence".
- C. As respects coverage provided by this endorsement SECTION VI DEFINITIONS is amended as follows:
 - 1. The definition of "occurrence" is replaced by the following:
 - "Occurrence" means the selling, serving or furnishing of any alcoholic beverage to any one person.
 - 2. The following definition is added:
 - "Liquor hazard" means all "bodily injury" and "property damage" arising out of the selling, serving or furnishing of any alcoholic beverage.

OTHER INSURANCE

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4.a. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4.a. **Primary Insurance**

This insurance is primary either when required by written contract executed prior to loss or except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

OTHER INSURANCE

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4.a. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4.a. **Primary Insurance**

DG 24 28 12 047

This insurance is primary either when required by written contract executed prior to loss or except when Paragraph. **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph. **c.** below.

EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation, or limited liability corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS AND PAST PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

- Paragraph 3. and the last paragraph of Section II WHO IS AN INSURED are replaced by the following:
 - 3. If you newly acquire or form any organization other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, then that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before vou acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. The following is added to provision b. of Condition 4. Other Insurance:

The insurance afforded the insured in 1. above for the conduct in any past partnership, joint venture or limited liability company will be excess over any other insurance available to the insured.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof.
- 3. Paragraph 4.b.(1)(a)(ii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (ii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

D. INCREASED SUPPLEMENTARY PAYMENTS

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision E. has actual knowledge.

F. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

G. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WHEN REQUIRED BY WRITTEN CONTRACT)

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

H. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time.

"Bodily injury" also means humiliation, shock, mental anguish or mental injury sustained by a person, but only if these result from physical harm, physical sickness or disease.

EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. BROAD NAMED INSURED

Section II - WHO IS AN INSURED is amended to include the following:

Any corporation, or limited liability corporation organized under the laws of the United States of America (including any state thereof, its territories or possessions, or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that organization, provided that one or more Named Insureds shown in the Declarations has, at the inception of the policy period, an ownership interest in such organization of more than 50%.

B. NEWLY ACQUIRED ORGANIZATIONS AND PAST PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

- Paragraph 3. and the last paragraph of Section II WHO IS AN INSURED are replaced by the following:
 - 3. If you newly acquire or form any organization other than a partnership, joint venture or limited liability company, and have an ownership interest in the organization of more than 50%, then that organization will qualify as a Named Insured if there is no similar insurance available to that organization. However:
 - Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless you report the acquisition or formation of the organization to us;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. The following is added to provision b. of Condition 4. Other Insurance:

The insurance afforded the insured in 1. above for the conduct in any past partnership, joint venture or limited liability company will be excess over any other insurance available to the insured.

C. DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of 2. Exclusions of COVERAGE A (Section I) is replaced by the following:

Discover Property & Casualty Insurance Company

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- 2. Paragraph 6. of Section III LIMITS OF INSURANCE is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" and caused by fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system or any combination thereof.
- 3. Paragraph 4.b.(1)(a)(bii) of Section IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:
 - (bii) That is insurance for fire, lightning, explosion, smoke, or leakage or discharge from an automatic fire protection or extinguishing system to premises rented to you or temporarily occupied by you with permission of the owner;

D. INCREASED SUPPLEMENTARY PAYMENTS

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I) are replaced by the following:

1.b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability applies. We do not have to furnish these bonds.

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of paragraphs 2.a. and 2.b. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS apply only when the "occurrence", offense, claim, or "suit" is known to:

- 1. You, if you are an individual;
- 2. A partner or member if you are a partnership or joint venture;
- 3. An officer or director if you are an entity other than a partnership, joint venture or limited liability company;
- 4. A member or manager if you are a limited liability company; or
- 5. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence," offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge to you unless an individual described in items 1. - 5. of this provision E. has actual knowledge.

F. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS OR PRIOR OCCURRENCES

The following is added to Condition 6. Representations of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of this Coverage Part shall not prejudice the coverage afforded under this Coverage Part, provided such failure to disclose all hazards or prior "occurrences" or offenses is unintentional.

G. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WHEN REQUIRED BY WRITTEN CONTRACT)

Condition 8. Transfer of Rights of Recovery Against Others To Us of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to loss.

H. BODILY INJURY REDEFINED

The definition of "bodily injury" in Section V – DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person, including death resulting from any of these at any time.

"Bodily injury" also means humiliation, shock, mental anguish or mental injury sustained by a person, but only if these result from physical harm, physical sickness or disease.

AMENDMENT OF LIMITS OF INSURANCE (MEDICAL PAYMENTS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE – MEDICAL EXPENSES: \$_____ Each Accident Limit \$_____ Any One Person Limit

SCHEDULE

Paragraph 7. of Section III - LIMITS OF INSURANCE is replaced by the following:

- 7. a. Subject to Paragraph 5. above, the Each Accident Limit shown in the Schedule is the most we will pay under Coverage C for all medical expenses because of "bodily injury" arising out of any one accident.
 - b. Subject to Paragraph a. above, the Any One Person Limit shown in the Schedule is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

AMENDMENT OF LIMITS OF INSURANCE (MEDICAL PAYMENTS)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<u>LIMI</u>	TS OF IN	ISURANCE – MEDICAL EXPENSES:
\$		Each Accident Limit
\$		Any One Person Limit
Para	graph 7.	of Section III - LIMITS OF INSURANCE is replaced by the following:
7.	a.	Subject to Paragraph 5. above, the Each Accident Limit shown in the Schedule is the most we will pay under Coverage C for all medical expenses because of "bodily injury" arising out of any one accident.
	b.	Subject to Pparagraph a. above, the Any One Person Limit shown in the Schedule is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.



MEMBER SUPPLEMENTAL DECLARATIONS

MASTER POLICY NUMBER:

MEMBER NUMBER:

RENEWAL OF:

DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY

(A Travelers Company)
A STOCK INSURANCE COMPANY
Home Office: Chicago, Illinois

Principle Administration Offices: 385 Washington Street, St. Paul, MN 55102 Phone: 1.800.878.2660

•	,	•	
FIRST NAMED INSURED & M	AILING ADDRESS	PRODUCER NAME & ADDRE	SS
NAMED INSURED MEMBER 8	& MAILING ADDRESS	PRODUCER NO.	
MASTER POLICY PERIOD:	ONE YEAR ANNUAL COVER	RAGE PERIOD PER INDIVIDUAL ME	MBER
	SUPPLEMENTAL DECLARA	TIONS INCEPTING BETWEEN	AND
	AT 12:01 A.M. TIME AT YOUR M	MAILING ADDRESS SHOWN ABOVE	
MEMBER POLICY PERIOD:	FROM: TO	:	
	AT 12:01 A.M. TIME AT NAMED	INSURED MEMBER'S MAILING ADDRE	SS SHOWN ABOVE
THE MEMBER NAMED HEREIN I	S ADDED AS A NAMED INSUF	RED TO THE MASTER POLICY AS	OF THE MEMBER
EFFECTIVE DATE SHOWN ABOV	/E.		
_	-	_	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BUSINESS DESCRI	PTION:
FORM OF BUSINES	SS Control of the con
	PARTNERSHIP JOINT VENTURE TRUST LIMITED LIABILITY COMPANY
□ORGANIZATION, IN	ICLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE,
OR LIMITED LIABILTY	COMPANY
ALL PREMISES YO	U OWN, RENT OR OCCUPY
See SCHEDULE OF	LOCATIONS
FORMS AND ENDO	PRSEMENTS
	RSEMENTS ATTACHED TO THIS POLICY: See Schedule of Forms and Endorsements.
Master policy copies	are available upon request.
LIMITS OF LIABILIT	ГҮ
\$	General Aggregate Limit (Other than Products/Completed Operations)
\$	Products-Completed Operations Aggregate Limit
\$	Personal and Advertising Injury Limit
\$	Each Occurrence Limit
\$	Damage To Premises Rented To You Limit (Any One Premises)
\$	Medical Expenses Limit (Any One Person)

TERRORISM COVERAGE	
☐ If this box is checked, the Named Insured Member has accepted coverage for coverage is included per applicable forms attached to this declarations.	certified acts of terrorism;
☐ If this box is checked, the Named Insured Member has rejected coverage for coverage is excluded per applicable forms attached to this declarations.	ertified acts of terrorism;
COVERAGE AND PREMIUM	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERM	S OF THIS POLICY, WE WILL
PROVIDE THE INSURANCE AS STATED IN THE APPLICABLE MASTER POLICY.	
YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE WHEN A PREMIUM IS IND	DICATED. IF A PREMIUM IS
NOT SHOWN, THERE IS NO INSURANCE COVERAGE. THIS PREMIUM MAY BE SUBJE	CT TO ADJUSTMENT.
COVERAGE PART(S)	PREMIUM
COVERAGE FAR 1(3)	FREINION
Commercial General Liability Coverage Part	\$
Liquor Liability Coverage Part	\$
Employee Benefits Liability Coverage Part	\$
TAX OR SURCHARGE (if applicable)	\$
TOTAL MEMBER PREMIUM	\$
Countersigned	
Date: By:	
Authorized Repre	esentative

THIS MEMBER DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.



MEMBER SUPPLEMENTAL DECLARATIONS

MASTER POLICY NUMBER:

MEMBER NUMBER:

RENEWAL OF:

DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY

(A Member of the St. Paul Travelers Companiesy)

A STOCK INSURANCE COMPANY

Home Office: Chicago, Illinois								
Principle Administration Offices: 385 Washington Street, St. Paul, MN 55102 Phone: 1.800.878.2660								
FIRST NAMED INSURED & M	AILING ADDRESS	AGENTPRODUCER NAME &	ADDRESS					
NAMED INSURED MEMBER	& MAILING ADDRESS	AGENTPRODUCER NO.						
	<u>-</u>							
MASTER POLICY PERIOD:	ONE YEAR ANNUAL COVE	RAGE PERIOD PER INDIVIDUAL ME	MBER					
	SUPPLEMENTAL DECLARA	ATIONS INCEPTING BETWEEN	AND					
	AT 12:01 A.M. TIME AT YOUR	MAILING ADDRESS SHOWN ABOVE						
MEMBER POLICY PERIOD:	FROM: TO):						
	AT 12:01 A.M. TIME AT NAMED	INSURED MEMBER'S MAILING ADDRE	SS SHOWN ABOVE					
THE MEMBER NAMED HEREIN I	S ADDED AS A NAMED INSU	IRED TO THE MASTER POLICY AS	OF THE MEMBER					
EFFECTIVE DATE SHOWN ABOY	VE.							
			<u>. </u>					
IN DETIIDN EOD THE DAVMENT	OF THE DDEMILIM AND SH	DIECT TO ALL THE TEDMS OF TH	IS DOLICY WE					

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BUSINESS DESCRI	PTION:
FORM OF BUSINES	s
□INDIVIDUAL □P	ARTNERSHIP JOINT VENTURE TRUST LIMITED LIABILITY COMPANY
□ORGANIZATION, INC	CLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE,
OR LIMITED LIABILTY	COMPANY
ALL PREMISES YOU	J OWN, RENT OR OCCUPY
See SCHEDULE OF	LOCATIONS
FORMS AND ENDO	RSEMENTS
	RSEMENTS ATTACHED TO THIS POLICY: See Schedule of Forms and Endorsements.
Master policy copies	are available upon request.
LIMITS OF LIABILIT	Υ
\$	General Aggregate Limit (Other than Products/Completed Operations)
\$	Products-Completed Operations Aggregate Limit
\$	Personal and Advertising Injury Limit
\$	Each Occurrence Limit
\$	Damage To Premises Rented To You Limit (Any One Premises)
\$	Medical Expenses Limit (Any One Person)

TERRORISM COVERAGE	
☐ If this box is checked, the Named Insured Member has accepted coverage for coverage is included per applicable forms attached to this declarations.	certified acts of terrorism;
☐ If this box is checked, the Named Insured Member has rejected coverage for coverage is excluded per applicable forms attached to this declarations.	ertified acts of terrorism;
COVERAGE AND PREMIUM	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERM	S OF THIS POLICY, WE WILL
PROVIDE THE INSURANCE AS STATED IN THE APPLICABLE MASTER POLICY.	
YOUR POLICY CONSISTS OF THE FOLLOWING COVERAGE WHEN A PREMIUM IS IND	
NOT SHOWN, THERE IS NO INSURANCE COVERAGE. THIS PREMIUM MAY BE SUBJE	CT TO ADJUSTMENT.
COVERAGE PART(S)	PREMIUM
	Φ.
Commercial General Liability Coverage Part	\$
Liquor Liability Coverage Part	\$
Employee Benefits Liability Coverage Part	\$
TAX OR SURCHARGE (if applicable)	\$
TOTAL MEMBER PREMIUM	\$
Countersigned	
Date: By:	
Authorized Repre	esentative

THIS MEMBER DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SERFF Tracking Number: REGU-125268217 State: Arkansas

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125268217 State: Arkansas

Filing Company: Discover Property & Casualty Insurance State Tracking Number: AR-PC-07-025861

Company

Company Tracking Number: DPC-GL-FORMS-12/07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: DPC GL Forms Revision

Project Name/Number: DPC-GL-FORMS-12/07/DPC-GL-FORMS-12/07

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 08/28/2007

Property & Casualty

Comments:

Attachment:

AR NAIC Transmittal & FFS.pdf

Review Status:

Satisfied -Name: Filing Auth Letter Approved 08/28/2007

Comments: Attachment:

FA Letter.pdf

Review Status:

Satisfied -Name: Forms List Approved 08/28/2007

Comments: Attachment:

Forms List.pdf

Property & Casualty Transmittal Document

1.	Reserved for Insurance Dept. Use	Only	2.	Insurance Date the fil				•	
			a.		ing is rece	eiveu.	•		
			b.	Analyst:					
			C.	Disposition		.	CII.		
			d.	Date of dis	•		filing:		
			e.	Effective d		g: T			
					usiness				
					al Busine	SS			
			f.	State Filing					
			g.	SERFF Fili					
			h.	Subject Co	des				
3.	Group Name							G	roup NAIC #
	St. Paul Travelers								3548
4.	Company Name(s)			Domicile	NAIC #		FEIN#		State #
	Discover Property & Casualty Insura	nce Compa	nv	Illinois	36463		36-2999	370	
	Dieser in the control of the control				00.00		00 2000		
				+					
_	Company Tracking Number		DD	C-GL-FORMS	3-12/07				
5.	company macking manaci		DP	J-GL-FURIVI	3-12/01				
Coi	ntact Info of Filer(s) or Corporate O		nclude to	oll-free numbe	er]				
	ntact Info of Filer(s) or Corporate O Name and address	Title	nclude to	oll-free numbe lephone #s	er] F	AX #			e-mail
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC		nclude to	oll-free numbe	er]				e-mail battles@ircllc.
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501	Title	nclude to	oll-free numbe lephone #s	er] F			rosel com	
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC	Title	nclude to	oll-free numbe lephone #s	er] F				
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501	Title	nclude to	oll-free numbe lephone #s	er] F				
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501	Title	nclude to	oll-free numbe lephone #s	er] F				
Coi	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501	Title	nclude to	oll-free number lephone #s 1) 926-0144	er]	571-	2502		
6. 7.	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer	Title	nclude to	oll-free numberlephone #s 1) 926-0144	er] F	571-	2502		
6. 7.	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Title	nclude to	oll-free number lephone #s 1) 926-0144	er]	571-	2502		
7. 8.	ntact Info of Filer(s) or Corporate O Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer	Title Manage	r (94	oll-free number lephone #s 1) 926-0144 se Battles	er]	571-	2502		
7. 8. Filli 9.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory) Type of Insurance (TOI)	Title Manage	Rosscription	e Battles Softhese fie	er]	571-	2502		
7. 8. Fili 9.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory of Insurance (TOI) Sub-Type of Insurance (Sub-TOI)	Title Manage	Ros scription 17.0000	oll-free number lephone #s 1) 926-0144 see Battles s of these fie	er]	571-	2502		
7. 8. Fili 9.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory and Instru	Title Manage	Rosscription	e Battles Softhese fie	er]	571-	2502		
7. 8. Fili 9. 10.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruct Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement	Title Manage ctions for de	Ros scription 17.0000 N/A	e Battles s of these field Commercial	er] F (212)	571-	2502		
7. 8. Filli 9. 10. 11.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruction of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing titles)	Title Manage ctions for de	Ros scription 17.0000 17.0001 N/A	ill-free number lephone #s 1) 926-0144 ie Battles s of these fiel Other Liability Commercial	er] F (212) Ids) Ids) General I	571-	2502	com	pattles@ircllc.
7. 8. Filli 9. 10. 11.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruct Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement	Title Manage ctions for de	Ros scription 17.0000 17.0001 N/A	ill-free number lephone #s 1) 926-0144 ie Battles s of these fiel Other Liabili Commercial rcial General	er] F (212)	Liabil	2502	Rate	s/Rules
7. 8. Filli 9. 10. 11.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruction of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing titles)	Title Manage ctions for de	Rosscription 17.0000 17.0001 N/A Comme	ill-free number lephone #s 1) 926-0144 ie Battles s of these fiel Other Liabili Commercial rcial General	Ids) Idsility Liability Ru	Liabil	ity	Rates/Forr	s/Rules
7. 8. Filli 9. 10. 11.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruct Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing to Filing Type Effective Date(s) Requested	Title Manage etions for de its]	Rosscription 17.0000 17.0001 N/A Comme	ill-free number lephone #s 1) 926-0144 ie Battles s of these fie Other Liabili Commercial rcial General e/Loss Cost ms	Ids) Ity Liability Ru ombinatio	Liabil	ity	Rate s/Form	s/Rules
7. 8. Filli 9. 11. 12. 13.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory and Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing to Filing Type Effective Date(s) Requested Reference Filing?	Title Manage etions for de	Rosscription 17.0001 17.0001 N/A Comme Rat With New: Yes	e Battles S of these fier Other Liability Commercial Commercial Condrawal 12/1/2007	Ids) Ity Liability Ru ombinatio	Liabil	itytes/Rules	Rate s/Form	s/Rules
7. 8. Filli 9. 11. 12. 13.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing titling Type Effective Date(s) Requested Reference Filing? Reference Organization (if applicable)	Title Manage ctions for de its]	Rosscription 17.0000 17.0001 N/A Comme Rat For With New: Yes N/A	e Battles S of these fie Other Liabili Commercial Commercial Condrawal 12/1/2007	Ids) Ity Liability Ru ombinatio	Liabil	itytes/Rules	Rate s/Form	s/Rules
7. 8. Fili 9. 10. 11. 12. 13.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instruct Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing tite) Filing Type Effective Date(s) Requested Reference Filing? Reference Organization (if applicable) Reference Organization # & Title	Title Manage ctions for de its]	Rosscription 17.0000 17.0001 N/A Comme Rat For With New: Yes N/A N/A	ill-free number lephone #s 1) 926-0144 ie Battles s of these fie Other Liabilic Commercial c/Loss Cost ms	Ids) Ity Liability Ru ombinatio	Liabil	itytes/Rules	Rate s/Form	s/Rules
7. 8. Fili 9. 11. 12. 13. 14. 15. 16. 17.	Name and address Rose Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004 Signature of authorized filer Please print name of authorized filer ng information (see General Instructory Type of Insurance (TOI) Sub-Type of Insurance (Sub-TOI) State Specific Product code(s) (if applicable)[See State Specific Requirement Company Program Title (Marketing titling Type Effective Date(s) Requested Reference Filing? Reference Organization (if applicable)	Title Manage ctions for de its]	Ros Scription 17.0000 17.0001 N/A Comme With New: Yes N/A N/A 8/21/20	ill-free number lephone #s 1) 926-0144 ie Battles s of these fie Other Liability Commercial rcial General e/Loss Cost ms	Ids) Ity Liability Ru ombinatio	Liabil	itytes/Rules	Rate s/Form n)	s/Rules

PC TD-1 pg 1 of 2

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # DPC-GL-FORMS-12/07

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Discover Property & Casualty Insurance Company (DP&C), a participant of Insurance Services Office (ISO), is submitting an independent General Liability Forms filing. There is no rate impact or coverage change associated with this filing.

ISO recently made a multistate forms revision. That revision is described in detail in ISO circular LI-GL-2006-255 (filing reference GL-2006-OCTFR), and includes changes to the Commercial General Liability coverage part and to various amendatory endorsements.

In response to the ISO changes, DP&C is revising several of its proprietary forms. Since DP&C is adopting the ISO forms revisions, it is necessary to update the language in our forms to appropriately track with the ISO forms, and also to provide consistency in language and format to our policyholders. Effected forms are: DG 22 04, DG 22 16, DG 22 32, DG 24 02, DG 24 28, DG 24 29 and DG 25 01.

Additionally, we are including two other minor forms' changes:

- DG2404 Liquor Liability The only change made is to correct a typographical error.
- DGDS15 Member Supplemental Declarations References to the term "agent" are changed to "producer" for consistency with other DP&C Declarations and reference to St. Paul Travelers Companies is updated to "A Travelers Company".

22	Filing Fees	(Filer n	nust provid	e check	# and fee am	nount if ap	oplicab	ole)		
22.	[If a state req	juires y	ou to show	how yo	ou calculated	your filing	fees,	place that	calculation	below]

Check #: EFT Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

^{***}Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is pa	art of Company Trac	King #	DPC-GL-FORMS-12/0	<u> </u>			
2.	This filing corresponds to rate/rule filing number N/A							
۷.	" (Company tracking number of rate/rule filing, if applicable)							
	Form Name	Form #	Replacement	If replacement,				
3.	/Description/Synopsis	Include edition date	or Withdrawn?	give form # it replaces	filing number, if required by state			
	WHOLESALERS-	date	New	it replaces	ir required by state			
01	DISTRIBUTORS	DG 22 04 12 07	☑ Replaceme	nt DG 22 04 12 0)4			
	EXTENSION ENDT		Withdrawn					
	COMMERCIAL GENERAL		New					
02	LIABILITY EXTENSION	DG 22 16 12 07		nt DG 22 16 12 0)4			
	ENDORSEMENT		☐ Withdrawn☐ New					
03	MULTICOVER	DG 22 32 12 07	Replaceme	nt DG 22 32 09 0	15			
00	ENDORSEMENT	DO 22 02 12 01	☐ Withdrawn	111 100 22 02 00 0				
	FIRE, SMOKE,		New					
04	EXPLOSION AND WATER	DG 24 02 12 07	Replaceme	nt DG 24 02 12 0)4			
	DAMAGE LEGAL		Withdrawn					
05		DG 24 04 12 07	☐ New✓ Replaceme	nt DG 24 04 01 0	00			
03	LIQUOR LIABILITY	DO 24 04 12 07	Withdrawn	DO 24 04 01 0				
			New					
06		DG 24 28 12 07	Replaceme	nt DG 24 28 12 0	04			
	OTHER INSURANCE		Withdrawn					
07	EXTENSION	DG 24 29 12 07	☐ New ☑ Replaceme	nt DG 24 29 12 0	14			
07	ENDORSEMENT	DG 24 29 12 07	Withdrawn	111 100 24 29 12 0	/ 4			
	AMENDMENT OF LIMITS		New					
08	OF INSURANCE	DG 25 01 12 07	Replaceme	nt DG 25 01 01 0	00			
	(MEDICAL PAYMENTS)		Withdrawn					
00	MEMBER SUPPLEMENTAL	DC DC 45 40 07	New Depleases	mt DC DC 45 00 /). 			
09	DECLARATIONS	DG DS 15 12 07	Replaceme Withdrawn	nt DG DS 15 08 0	וט			
	DECEMBRICATION OF		New					
10			Replaceme	nt				
			Withdrawn					

DISCOVER

May 1, 2007

RE: Authority for Insurance Regulatory Consultants, LLC to Process Filings on behalf of Discover Property & Casualty Insurance Company

Dear Regulatory Official:

Please accept this letter as the authorization for representatives of Insurance Regulatory Consultants, LLC, to prepare and submit, on behalf of Discover Property & Casualty Insurance Company filings in your state. This authorization includes our permission for representatives of Insurance Regulatory Consultants, LLC, to receive and respond to any inquiries that you may raise on these filings.

This authority will continue in place until you receive, from Discover Property & Casualty Insurance Company, a written statement that the authority has been removed.

If you have any questions on this or need any additional information, please don't hesitate to contact me.

Very truly yours,

Arthur W. Wright

President

Re: Discover Property & Casualty Insurance Company NAIC Number: 3548-36463

FEIN Number: 36-2999370

General Liability Forms Revision Filing

Company Filing Designation Number: DPC-GL-FORMS-12/07

FORM TITLE	FORM NUMBER	FORM REPLACED	USAGE	
ENDORSEMENTS	T GILLII TUGINIBER	ILEI ENGEB	CONCE	
WHOLESALERS- DISTRIBUTORS EXTENSION ENDORSEMENT	DG 22 04 12 07	DG 22 04 12 04	E-GL-O	Broadens – This form provides the following coverages for wholesalers/distributors: broad named insured wording; expanded coverage for newly acquired organizations; automatic additional insured status to any person or organization required by written lease of premises or equipment lease or rental agreement; extended coverage for damage to premises rented to you; coverage for nonowned watercraft up to 51 feet; increased supplementary payments; clarification under knowledge of an occurrence, offense, claim or suit; a condition for unintentional failure to disclose hazards or prior occurrences; a broadened definition of bodily injury; certain coverage for aircraft chartered with crew; increased medical payments; coverage for employee nurses; redefinition of "mobile equipment"; and a worldwide coverage territory.
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT	DG 22 16 12 07	DG 22 16 12 04	E-GL-O	BROADENS – This form provides the following coverages: broad named insured wording; expanded coverage for newly acquired organizations; automatic additional insured status to lessors of leased equipment, managers or lessors of premises, vendors and owners, lessees or contractors when required by written contract; extended coverage for damage to premises rented to you; coverage for non-owned watercraft up to 51 feet; increased supplementary payments; clarification under knowledge of an occurrence, offense, claim or suit; a condition for unintentional failure to disclose hazards or prior occurrences; waiver of rights of recovery when required by written contract; a broadened definition of bodily injury; expanded definition of personal and advertising injury; and a worldwide coverage territory.
MULTICOVER ENDORSEMENT	DG 22 32 12 07	DG 22 32 09 05	E-GL-O	BROADENS - Provides the following coverages: non-employment discrimination; broad named insured; automatic additional insureds; broadened damage to premises rented to you; non-owned watercraft up to 51 feet; waiver of transfer of rights of recovery against others to us; bodily injury redefined; coverage territory broadened; broadened personal and advertising injury; fellow employee coverage; broadened cancellation condition.

FIRE, SMOKE, EXPLOSION AND WATER DAMAGE LEGAL LIABILITY	DG 24 02 12 07	DG 24 02 12 04	E-GL-O	BROADENS - Expands coverage for Damage To Premises Rented To You to include the perils of smoke, explosion and water.
LIQUOR LIABILITY	DG 24 04 12 07	DG 24 04 01 00	E-GL-O	BROADENS - Provides liquor liability coverage subject to sublimits.
OTHER INSURANCE	DG 24 28 12 07	DG 24 28 12 04	E-GL-O	BROADENS – Makes coverage primary when required by written contract prior to loss.
EXTENSION ENDORSEMENT	DG 24 29 12 07	DG 24 29 12 04	E-GL-O	BROADENS – Provides the following coverages: broad named insured wording; newly formed entities covered for 120 days; automatic additional insured status for lessors; damage to premises rented to you coverage extended to include sprinkler leakage, lightening and explosion; supplementary payments for bail bonds increased to \$2500; clarifies knowledge of occurrence, unintentional failure to disclose, and waiver of transfer of rights of recovery conditions; broadens the definition of bodily injury.
AMENDMENT OF LIMITS OF INSURANCE (MEDICAL PAYMENTS)	DG 25 01 12 07	DG 25 01 01 00	E-GL-O	CLARIFIES - Establishes a limit of insurance for each accident within the medical expenses limits. Limits for any one person are subject to the each accident limit.
MEMBER SUPPLEMENTAL DECLARATIONS	DG DS 15 12 07	DG DS 15 08 05	DEC	Used to provide limits, coverages and premiums for each named insured member of a group policy (i.e. Risk Purchasing Group).